

MG01

Particulars of a mortgage or charge

840728/13



iris
LASERFORM

A fee is payable with this form.

We will not accept this form unless you send the correct fee.

Please see 'How to pay' on the last page.



What this form is for

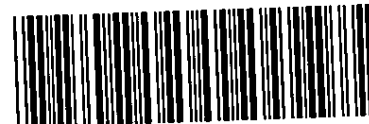
You may use this form to register particulars of a mortgage or charge in England and Wales or Northern Ireland.



What this form is NOT

You cannot use this form to register particulars of a charge for company. To do this, please use form MG01s.

TUESDAY



PC1

PVRF9F8M

24/11/2009

848

COMPANIES HOUSE

1

Company details

Company number

0 0 8 9 9 3 5

Company name in full

ELLISONS HOLDINGS LIMITED ("Company")

S For official use

Filling in this form

Please complete in typescript or in bold black capitals.

All fields are mandatory unless specified or indicated by *

2

Date of creation of charge

Date of creation

01 07 2009

3

Description

Please give a description of the instrument (if any) creating or evidencing the charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'.

Description

DEBENTURE

4

Amount secured

Please give us details of the amount secured by the mortgage or charge.

Amount secured

The amount secured is the **"Secured Monies"** which means all the monies which now or at any time in future may be owing due and/or payable (but remaining unpaid) by the Company to Leumi in any manner and for any reason on any account. Secured Monies include all such monies due by the Company, either alone or jointly with any other person or on any partnership account (even though the whole of any part of such monies is represented or secured by any mortgages, guarantees, trust receipts, bills of exchange, leasing, hire or conditional sale agreements, assignments, agreements for discounting or factoring of Receivables or any other agreements or securities) and whether or not any of them have or has fallen due or become payable and whether or not default shall have been made in respect thereof. Secured Monies also includes any of the following items, whether now or in the future:

(Please see Continuation Sheet 1)

Continuation page

Please use a continuation page if you need to enter more details.

MG01

Particulars of a mortgage or charge

5 Mortgagee(s) or person(s) entitled to the charge (if any)

Please give the name and address of the mortgagee(s) or person(s) entitled to the charge.

Continuation page
Please use a continuation page if you need to enter more details.

Name LEUMI ABL LIMITED ("Leumi")

Address 126 DYKE ROAD

BRIGHTON, EAST SUSSEX

Postcode B N 1 3 T E

Name

Address

Postcode

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged.

Continuation page
Please use a continuation page if you need to enter more details.

Short particulars

The property mortgaged or charged is listed below:

1. As security for the payment of the Secured Monies, the Company with full title guarantee give the following mortgages and charges in Leumi's favour, namely:
 - 1.1 a legal mortgage on the Properties (if any) specified in Schedule 2 of the Debenture;
 - 1.2 a legal mortgage on all Properties (other than any Properties specified in Schedule 2 of the Debenture) now owned by the Company or in which the Company has an interest;
 - 1.3 a fixed charge on all of the following assets, whether now or in future belonging to the Company:
 - 1.3.1 the freehold and leasehold properties of the Company not effectively mortgaged under clauses 1.1 and 1.2 above including such as may hereafter be acquired;
 - 1.3.2 all fixtures and fittings (including trade fixtures and fittings) and fixed plant and machinery in, on or attached to the property subject to the legal mortgages under clauses 1.1 and 1.2 above and all spare parts, replacements, modifications and additions for or to the same;
 - 1.3.3 any other freehold and leasehold property which the Company shall own together with all fixtures and fittings (including trade fixtures and fittings) and fixed plant and machinery in, on or attached to such property and all spare parts, replacements, modifications and additions for or to the same;
 - 1.3.4 all Equipment (if any) listed in Schedule 4 and the benefit of all contracts and warranties relating to the same;
 - 1.3.5 all Equipment, (other than Equipment specified in Schedule 4), and the benefit of all contracts and warranties relating to the same;
 - 1.3.6 all the Company's goodwill, unpaid and/or uncalled capital;
 - 1.3.7 all the Company's Intellectual Property;
 - 1.3.8 all the Company's Securities;

(Please see Continuation Sheet 4)

MG01

Particulars of a mortgage or charge

7

Particulars as to commission, allowance or discount (if any)

Please insert the amount or rate percent of any commission, allowance or discount paid or made either directly or indirectly by the company to any person on consideration of his:

- subscribing or agreeing to subscribe, whether absolutely or conditionally, or
- procuring or agreeing to procure subscriptions, whether absolute or conditional,

for any debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.

Commission allowance or discount

N/A

8

Delivery of instrument

You must deliver the original instrument (if any) creating or evidencing the charge and these prescribed particulars to the Registrar of Companies within 21 days after the date of creation of the charge (section 860). If the property is situated and the charge was created outside the United Kingdom (UK), you must deliver the information to the Registrar within 21 days after the date on which the instrument could have been received in the UK in the normal course of post and assuming you had posted it promptly (section 866).

We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 870). The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it. Where a body corporate gives the verification, an officer of that body must sign it. We will also accept a verified copy where section 867(2) applies (property situated in another part of UK).

9

Signature

Please sign the form here.

Signature

Signature

X HBJ Gateley Waring LLP X
23/11/2009

This form must be signed by a person with an interest in the registration of the charge.

MG01

Particulars of a mortgage or charge



Presenter information

You do not have to give any contact information, but if you do it will help Companies House if there is a query on the form and will establish where we return the original documents. The contact information you give will be visible to searchers of the public record.

Contact name Lisa Craddock

Company name HBJ Gateley Wareing LLP

Address One Eleven

Edmund Street

Post town Birmingham

County/Region West Midlands

Postcode B 3 2 H J

Country UK

DX 13033 Birmingham 1

Telephone 0121 234 0149



Certificate

We will send your certificate to the presenter's address if given above or to the Company's Registered Office if you have left the presenter's information blank.



Checklist

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following:

- ☐ The company name and number match the information held on the public Register.
- ☐ You have included the original deed with this form.
- ☐ You have entered the date the charge was created.
- ☐ You have supplied the description of the instrument.
- ☐ You have given details of the amount secured by the mortgagee or chargee.
- ☐ You have given details of the mortgagee(s) or person(s) entitled to the charge.
- ☐ You have entered the short particulars of all the property mortgaged or charged.
- ☐ You have signed the form.
- ☐ You have enclosed the correct fee.



Important information

Please note that all information on this form will appear on the public record.



How to pay

A fee of £13 is payable to Companies House in respect of each mortgage or charge.

Make cheques or postal orders payable to 'Companies House.'



Where to send

You may return this form to any Companies House address, however for expediency we advise you to return it to the appropriate address below:

For companies registered in England and Wales:

The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ.
DX 33050 Cardiff.

For companies registered in Scotland:

The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF.
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post).

For companies registered in Northern Ireland:

The Registrar of Companies, Companies House,
First Floor, Waterfront Plaza, 8 Laganbank Road,
Belfast, Northern Ireland, BT1 3BS.
DX 481 N.R. Belfast 1.



Further information

For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk

MG01 - continuation page

Particulars of a mortgage or charge

4

Amount secured

Please give us details of the amount secured by the mortgage or charge.

Amount secured

CONTINUATION SHEET 1

1. all monies due or payable under the Agreement (if any) or by virtue of any guarantee or indemnity given by the Company to Leumi;
2. all advances which Leumi has made or shall make to the Company;
3. any indebtedness now or hereafter to be incurred by Leumi for the Company or at the Company's request, including all monies which Leumi shall pay or become liable to pay for or on account of the Company or any other person at the Company's request or order or under the Company's authority, either alone or jointly with any other person and whether or not by any of the following:
 - 3.1 Leumi making direct advances; or
 - 3.2 Leumi drawing, accepting, endorsing, paying or discounting any Remittance; or
 - 3.3 Leumi entering into any bond, guarantee, indemnity or letter of credit; or
 - 3.4 Leumi confirming orders; or
 - 3.5 Leumi otherwise accepting any other liability for the Company or on the Company's behalf;
4. all monies which Leumi can charge to the Company and all costs charges and expenses incurred by Leumi following default in payment of any such monies or of breach by the Company of any of the provisions of the Debenture.
5. the charges of surveyors and/or solicitors instructed by Leumi in connection with any part of the Mortgaged Property
6. all costs and charges and expenses which Leumi may from time to time incur in:
 - 6.1 stamping, perfecting, registering or enforcing the security created by the Debenture; or
 - 6.2 the negotiations for the preparation and execution of this deed, and the Agreement or any guarantee, indemnity, priority arrangement, waiver or consent in respect of them; or
 - 6.3 obtaining payment or discharge of Secured Monies; or
 - 6.4 paying any rent, rates, taxes or outgoings for the Mortgaged Property; or
 - 6.5 insuring, repairing, maintaining, managing or realising any part of the Mortgaged Property; or
 - 6.6 the preservation or exercise of any rights under or in connection with the Debenture or any attempt to do so; or
 - 6.7 giving a discharge or release of the security created by the Debenture; or
 - 6.8 dealing with or obtaining advice about any other matter or question arising out of or in connection with the Debenture with the intention that Leumi shall be afforded a full complete and unlimited indemnity against all costs, charges and expenses paid or incurred by it and whether arising directly or indirectly in respect of the security created by the Debenture or of any other security held by Leumi for the Secured Monies;
7. all monies expended by any attorney appointed under clause 7.3 of the Debenture in exercising his powers;
8. interest on all monies due and owing to Leumi at such rate as may from time to time be payable pursuant to any agreement or arrangement relating thereto.

(Please see Continuation Sheet 2)

MG01 - continuation page

Particulars of a mortgage or charge

4

Amount secured

Please give us details of the amount secured by the mortgage or charge.

Amount secured

CONTINUATION SHEET 2

Definitions:

"Agreement": means any receivable finance agreement or other agreement for the sale and purchase of Receivables and/or any other type of agreement between the Company and Leumi (including without limitation the agreements, details of which are set out in Schedule 1 of the Debenture) from time to time, and any amendments or alterations to it or them and any replacements for or supplements to the same, from time to time.

"Associated Rights": has the same meaning as in the Agreement.

"Equipment": means machinery, equipment, furniture, furnishings, fittings and fixtures and other tangible personal property (other than Inventory), including, without limitation, data processing hardware and software, motor vehicles, aircraft, dies, tools, jigs and office equipment, together with all present and future additions thereto, replacements or upgrades thereof, components and auxiliary parts and supplies used or to be used in connection therewith and all substitutes for any of the foregoing, and all manuals, drawings, instructions, warranties and rights with respect thereto wherever any of the foregoing is located and any other asset which would be treated as a fixed asset under GAAP.

"Fixtures": means, in relation to a Property, all fixtures and fittings (including trade fixtures and fittings), fixed plant and machinery and other items attached to that property, whether or not constituting a fixture at law.

"GAAP": means accounting principles and practices which are for the time being generally acceptable in the United Kingdom.

"Intellectual Property": means all patents (including applications, improvements, prolongations, extensions and right to apply therefor) designs (whether registered or unregistered) copyrights, design rights, trade marks and service marks (whether registered or unregistered) utility models, trade and business names, know-how, formulae, inventions, confidential information, trade secrets and computer software programs and systems (including the benefit of any licences or consents relating to any of the above) and all fees, royalties or other rights derived therefrom or incidental thereto in any part of the world.

"Mortgaged Property": mean the subject matter of the mortgages and charges (or any part of them, if the context so allows) created by created by the Debenture and set out at clause 4.

"Non-Vesting Receivables": means all or any Receivables purchased or purported to be purchased by Leumi pursuant to the Agreement but which fail to vest absolutely and effectively in us for any reason, together with the Associated Rights to such Receivables.

"Other Receivables": all sums due and owing or accruing due and owing to the Company whether or not on account of the Company trading both present and future except:

1. Non-Vesting Receivables; and
2. any Receivables whilst they remain absolutely and effectively vested in or held on trust for us under the Agreement and whether such vesting results from a legal or equitable assignment.

(Please see Continuation Sheet 3)

MG01 - continuation page

Particulars of a mortgage or charge

4

Amount secured

Please give us details of the amount secured by the mortgage or charge.

Amount secured

CONTINUATION SHEET 3

"Property": means freehold and leasehold property wherever situate (other than any heritable property in Scotland), and includes all liens, charges, options, agreements, rights and interests in or over such property or the proceeds of sale of such property and all buildings and Fixtures thereon and all rights, easements and privileges appurtenant to, or benefiting, the same and **"Properties"** means all or any of the same, as the context requires.

"Receivables": has the same meaning as in the Agreement.

"Remittance": means cash, cheques, bills of exchange, negotiable and non-negotiable instruments, letters of credit, orders drafts, promissory notes, electronic payments and any other instruments, methods or forms of payment or engagement.

"Securities": means all stocks, shares, bonds and securities of any kind whatsoever and whether marketable or otherwise and all other interests (including but not limited to loan capital) both present and future held by the Company in any person and includes all allotments, rights, benefits and advantages whatsoever at any time accruing, offered or arising in respect of or incidental to the same and all money or property offered at any time by way of dividend, conversion, redemption, bonus, preference, option or otherwise in respect thereof.

"Subsidiary": means

1. a subsidiary within the meaning of Section 1159 of the Companies Act 2006; and
2. unless the context otherwise requires, a subsidiary undertaking within the meaning of Section 1162 of the Companies Act 2006.

MG01 - continuation page

Particulars of a mortgage or charge

6

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged.

Short particulars

CONTINUATION SHEET 4

1.3.9 all loan capital, indebtedness or liabilities on any account or in any manner owing to the Company from any Subsidiary of the Company or a member of the Company's Group;

1.3.10 all amounts realised by an administrator or liquidator of the Company, upon enforcement or execution of any order of the Court under Part IV of the Insolvency Act 1986

1.4 a fixed charge upon all or any of the following assets, whether now in existence or coming into existence in the future:

1.4.1 all documents of title to any item of property which at any time and for any purpose has been or may be deposited with Leumi;

1.4.2 the assets mentioned in the title documents referred to in the immediately preceding sub-paragraph;

1.4.3 any account in the Company's name under the Lender's control or operated in accordance with Leumi's directions.

1.5 a fixed charge on all the Company's Non-Vesting Receivables, present and future;

1.6 a fixed charge on the Company's Other Receivables, present and future;

2. The Company, with full title guarantee, hereby charge to Leumi by way of first floating charge as a continuing security for the payment and discharge of the Secured Monies the Company's undertaking and all the Company's property, assets and rights whatsoever and wheresoever both present and future other than any property or assets from time to time effectively charged by way of legal mortgage or fixed charge or assignment pursuant to clauses 1.1 to 1.6 above or otherwise pursuant to the Debenture but including (without limitation and whether or not so effectively charged) any of the Company's property and assets situated in Scotland.

Negative Pledge:

The Company agrees with Leumi that, whilst the security exists, the Company will not:

1. sell, transfer, lease, licence or dispose of the Mortgaged Property subject to the floating charges herein, except by way of sale at full value in the ordinary course of its business now being carried on;
2. sell, transfer, lease, license or dispose of the Mortgaged Property subject to the fixed charges herein without our prior written consent but such restriction shall not prohibit the disposal of an asset (other than freehold or leasehold property) for the purpose of its immediate replacement, modification, repair and/or maintenance;
3. charge, sell, discount, factor, dispose of or, except in accordance with this deed, otherwise deal with its Other Receivables unless the Company has Leumi's prior written consent;
4. without prejudice to clauses 1 and 2 above, sell, transfer, lease licence, part with possession or dispose of or grant any interest in or relating to its goodwill including (without limitation) diverting or encouraging the diversion of any sales following orders from customers, to any of its Subsidiaries or its holding company (as defined in Section 1159 of the Companies Act 2006) or any of its associates (as defined in section 435 of the Insolvency Act 1986) or any other party.



**CERTIFICATE OF THE REGISTRATION
OF A MORTGAGE OR CHARGE**

Pursuant to section 869(5) & (6) of the Companies Act 2006

**COMPANY NO. 899935
CHARGE NO. 5**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 17
NOVEMBER 2009 AND CREATED BY ELLISONS HOLDINGS
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME
DUE FROM THE COMPANY TO LEUMI ABL LIMITED ON ANY
ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO
CHAPTER 1 PART 25 OF THE COMPANIES ACT 2006 ON THE 24
NOVEMBER 2009**

**GIVEN AT COMPANIES HOUSE, CARDIFF THE 26 NOVEMBER
2009**



Companies House
— for the record —



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**